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Mississippi Territory County of Adams

Superior Court of law & equity in chancery
sitting. Saturday the 2nd day of October in
the year of our Lord ¹⁰⁻²⁸⁻¹⁸¹⁵ one thousand eight hundred
and fifteen. Between

Jeremiah Hunt & David Hunt
Surviving executors of Abijah Hunt deceased
complainants. and

Robert Williams Defendant

This cause coming on this day to be heard before
the honorable George Poincoteau Judge of said
Court in chancery sitting and it appearing that
the defendant had been duly served with the
process of Subpoena and that the complainants
bill had been regularly taken for confessed &
set for hearing whereupon & upon hearing said
bill & exhibits therein referred to read & upon
hearing what was alledged by the counsel of the
complainants it was ordered adjudged & decreed
& is hereby ordered adjudged & decreed accordingly
that the defendant pay unto the complain-
ants the sum of four thousand six hundred &
eighty seven dollars & ten cents with interest
thereon from the date thereof within sixty
days from said date & in default thereof that
said defendant & all persons claiming under
him be thereafter forever foreclosed & barred of

and from all equity of redemption of in and to
the premises and every part thereof in the com-
plainant's bill mentioned & described and not
therein excepted or released and after the expira-
tion of said sixty days (said sum of money
being unpaid) that the sheriff of Adams
County sell and dispose of said premises at
public vendue to the highest bidder
for ready money having first advertised the time
and place of said sale for at least for at least
three weeks in some public paper printed in
the city of Natchez & that he pay over the proceeds
of said sale to the complainant to the amount
of said sum of money, interest & cost & the
residue if any to the defendant & It is further
adjudged & decreed that the defen-
dant pay the cost of this suit to be taxed

Geo Poindexter

Given January 24 1816

Thoson Stark

Recd of White Turpin Sheriff fifteen
dollars the Attorneys fee in this case 17
April 1816.

Ly Harding for Compt.

and from all equity of redemption of in and to
the premises and every part thereof in the com-
-plaintants bill mentioned & described and not
therein excepted or released and after the expira-
-tion of said sixty days (said sum of money
being unpaid) that the Sheriff of Adams
County sell and dispose of said premises at
public vendue to the highest bidder
for ready money having first advertised the time
and place of said sale for at least for at least
three weeks in some public paper printed in
the city of Natchez & that he pay over the money
of said sale to the complainants to the amount
of said sum of money, interest & cost & the
residue of any to the defendants & that if further

Mississippi Territory, ss.
ADAMS COUNTY,
ABIJAH HUNT, Ex'rs. } Decree in Chan-
vs. ROBERT WILLIAMS. } cery.
BY virtue of a decree of the Superior
court in chancery, sitting in the a-
bove case, will be exposed to public sale,
for ready money, in front of the post-office,
on Main-street in the city of Natchez, on
Tuesday the 12th day of March next, at
12 o'clock, all that certain piece or tract
of land situated in the city of Natchez, in
the county aforesaid, containing fifty-two
acres or thereabouts, heretofore conveyed
by Job Routh to Robert Williams, with
the following exceptions, to wit:—A
certain piece or part thereof, containing by
estimation, twelve acres, conveyed by
Robert Williams to Abijah Hunt in his
life-time, by deed bearing date the 16th
day 1809, as appears of record in the
clerk's office of Adams county. Also ex-
cepting lots No. 1 and 4 in square No. 7;
lots No. 1 and 4 in square No. 3; lots
No. 1 and 4 in square No. 11; fractional
lot No. 1 in square No. 12; lots No. 1 & 4
in square No. 2; lots No. 1 and 2 in
square No. 5; lot No. 1 in square No. 4;
lots No. 1, 2, 3 and 4 in square No. 10;
lots No. 2 and 3 in square No. 11; frac-
tional lot No. 3 in square No. 13; lot No.
1 in square No. 15; lots No. 1, 2 and 3
in square No. 9, and lots No. 1, 2, 3 and 4
in square No. 8, according to a plan made
by Robert Williams and recorded in the
clerk's office of Adams county; sold to
satisfy the complainant's debt, interest
and cost in this case.
W. TURPIN, Shff.
Feb. 12, 1816. 43-4

Rec'd of Wm. Turpin Clerk of Adams
County the Attorneys in this case 17
April 1816.
J. M. Hunter & Son

Mississippi Territory
Adams County 12 March 1816

In obedience to the foregoing decree I offered for sale the tract of land referred to in the foregoing decree with the following exceptions to wit a certain piece or part thereof containing twelve acres conveyed by Robert Williams to Abijah Hunt in his life time by deed bearing date the 16th of May 1809 as appears of record in the Clerk's office of Adams County, also excepting lots No 1 & 4 in square No one lots number one & four in square No three lots number one & four in square number eleven fractional lot No. twelve ^{one in square} lots number one & four in square number two, lots number one and two in square number five, lot No one in square number four lots number one two three & four in square No ten lots No two & three in square number eleven fractional lot No three in square No thirteen lot No one in square No fifteen lots No one two and three in square No. nine & lots No one two & three & four in square number eight which had been previously conveyed & released to sundry persons mentioned in said bill

It & the said property was struck off to Jeremiah Hunt for the sum of two thousand two hundred dollars & applied as follows

For Costs of Suit at taxed	21.86 3/4	
Shff Commissions on amt of Sale	59.25	
Making deed to purchaser	2	
Paid to printer	10	
		\$2200:00

To the Complainant in part of his Claim the sum of two thousand one hundred & six dollars & 88 1/4 cents

Received of White Turpin Sheriff of Adams County the sum of two thousand one hundred & six dollars & 88 1/4 cents the Amount due the Complainants from the proceeds of Sale under this decree 12 March 1816

Jeremiah Hunt
of Abijah Hunt decd.

Settlements Hunt for two thousand two
hundred dollar — in March 1816

Abijah Hunt
Robert Williams

Dum	\$4687.10
Ally	15
Chas	5.36 1/4
Shuff	1.50
	<u>\$4608.96 1/4</u>

Hardy

For J. H. Hunt
Robt. Williams

A. Hunt's Exor. vs Robt. Williams
Bill in hearing

Bill filed 3^d July 1875 Rule
to answer same day

Bill taken pro confesso and
set for hearing August 7. 1875

17

Issuing Sapa & Docketing — 62¢
Printing Shuff notes — 12¢
apparatus — 25
Notes paper — 62¢
order to set case for hearing — 25
trading receipt — 18
Printing Dues — 1—
Traveling last copy & meals — 1—
4.05 1/4
Dues ~~to the State~~ 6 1/4
order to take bill pro confesso — 25
copy done — 4.36 3/4
Shuff long paper — 1.25
Printing & Paper — 25
1.50

Ally — 15
Club — 4.36 3/4
Shuff — 1.50
2 0.91 3/4

For J. H. Hunt

24th Nov that of the lots in the square
on said plot of survey contained to wit the
said first square out of said twenty
squares into which the whole
said tract of land was divided, which
was on the north side of said tract of
land and the said Robert did give to
him in fee simple every square of said plot
of land or their legal representatives
in condition and as before or here
after as they should erect and build
thereon certain improvements as
is said over and to be specified and that
the persons building on said lot no. 2
should have the use of lot no. 3 in
the same square of the same other
yards next from the same lot no. 2
the lot in square should be subdivided
therefore that said lots of specified
by said covenant to wit lot no. 2
in each of said twelve squares and the
allots for years for the lots number
3 in the same square on the terms
in said covenant mentioned and also
certain lots in said twelve by which
have been sold and conveyed by
Robert Williams to divers his sons
to wit Lot no. 1 & 4 square no. 1 - Lot
no. 1 & 4 square no. 3 ~~to~~ ~~the~~ ~~same~~
lot no. 1 & 4 square no. 11 and fractional
lot no. 1 square no. 12 to L. Weeks and
J. Bryant the Lot no. 1 & 4 square no. 1
to J. C. Washburn - Lot no. 1
square no. 5 to John Higgins - Lot
no. 1 square no. 5 to Samuel Brooks
and the remainder of the tract of land
to the whole of said tract of land
the whole said twelve and conveyed to

To the Honorable the Judges
of the Superior Court of Law and
Equity for the County of Adams in
Chancery sitting

Humbly sheweth in your Honor your Orator here
submit that and David Hunt Executors
of Lewis Hunt Executors of the last will
and testament of Abijah Hunt decen-
sed. That on or about the twenty
seventh day of May in the year of our Lord
one thousand eight hundred and nine
Robert Williams being or pretending to be
sized in fee of the lands & tenements
hereinafter mentioned and being in-
debted to the said Abijah Hunt in
his life time in the sum of three thou-
sand five hundred dollars did in order to
secure the payment of said sum of money
propose to mortgage to the said Abijah Hunt
the said lands and tenements and
your Orator further sheweth that pursuant
the payment of said sum of money with its
interest by indenture of bargain & sale
bearing date the said twenty seventh day
of May in the year aforesaid and made be-
tween the said Robert Williams and Eli-
zabeth his wife of the one part and the
said Abijah Hunt of the other part re-
citing which your Orator charges to be
true that whereas the said Robert Wil-
liams by his custom bond or writing
obligatory under his hand that he was
on the day before the date of said inden-
ture acknowledged himself to be indebted
unto the said Abijah Hunt in the sum of three
thousand dollars con-
ditioned for the payment of to the said
Abijah Hunt by the said Robert Wil-
liams of the full and just sum of

three thousand ^{five hundred} dollars, within nine
months from the date of said bond or within
a longer time, the said Robert Williams &
Elizabeth his wife, for and in consideration
of the sum of three thousand three hundred
and five hundred dollars, and for the better
securing the payment thereof, ~~as aforesaid~~
~~the said Robert Williams & Elizabeth~~ ^{and in} addition to the afore-
said bond or writ of obligation which
debtor or Grantor above was really due,
did grant, bargain, sell, release, alien, give
convey and to the said Abijah Hunt for his
life time of his heirs and assigns forever all
that certain piece or tract of land situated
in the City of Mobile in the County of Baldwin
containing fifty-two acres or thereabouts then
belonging to the said Robert Williams & Elizabeth
the said Robert Williams, his wife and
returning out of said tract of land a certain
piece or part thereof containing by esti-
mation twelve acres, which said piece
thenceforth sold & conveyed by said Robert
Williams to the said day before the date of
said indenture being given by said Robert
Williams & Elizabeth his wife to the said Abijah
Hunt and also excepting certain town
lots being parcels of said tract of fifty-two
acres and after described to wit: the said tract
being then left in the form of a town
by the said Robert Williams and given
in 6 twenty four square each three hun-
dred feet square and divided from others
by streets running parallel to the right
of the tract then fifty feet wide the spaces
between from one to twenty four feet
inclusive and each divided into four lots
one the said fifty feet square each and to
the 7 lots of twenty four feet square each
and the said Robert Williams
and his wife assigned a covenant of
warranty and seal said tract

Here showing that the said Robert Williams
did execute said bond & that he
all which acts and doings of the
said Robert Williams this confers
are contrary to Equity & Good Conscience
& tend to the manifest injury
& oppression of your Co-defendants. The
tender consideration should be paid
as much as your Co-defendants cannot for-
bear the Equity of prescription of said pre-
mises but in a Court of Equity where
matters of this nature are properly con-
siderable - To the end therefore that
the said Robert Williams and the in-
feriors, who have discovered may upon
their respective corporate oaths
true & distinct answer make to all
singular the premises as fully as if the
same were here again repeated & answered.
And that the
said Robert Williams may be decreed to
pay said sum of money with interest & costs there-
on by a short day to be appointed by this
honorable Court together with the Co-defendants
costs & order default thereof that the
said Robert Williams and all persons
claiming under him may be forever
barred & discharged of all Equity of Redemp-
tion or claim in or to said mortgaged pre-
mises and every part thereof. And that
your Co-defendants may have such other
further relief as the nature of their
case may require. And your Co-defendants
being here with you the Letters testam-
tary for the last will & testament of said

Abijah Hunt, and the said lots last above
mentioned and including in said conveyance
over the lots No 3 and the said twelve
first squares under the condition in said
contract contained that said Hunt, was
included and contained in said deed and
and thereby sold and conveyed to the
said Abijah Hunt and his heirs
by the said Robert Williams - Also
a certain other tract of land containing
three hundred twenty acres situated
also in said County of Adams on the
Mississippi in Township No 6 Range
No 4 West, which said tract of land was
purchased January 1. 1809 by the said
Robert Williams by promission at two
dollars per acre in the whole amounting
to two hundred & forty dollars, of which the
sum of one hundred & eighty dollars is paid
and the sum of four hundred dollars and
eighty dollars the residue of the purchase
money thereof remains due to the United States
as appeared by certificate of the Register
of the Land Office West of New Orleans to
said Robert Williams dated for said last
mentioned tract of land dated January 1. 1809
and numbered 311. Also a certain other
tract of land situated in said County of Adams
on the Mississippi River in Township No 6
Range No 4 West containing five hundred
and eighty acres, which said last mentioned
tract of land was purchased 1. Jan. 1809 by
promission by said Robert Williams at two
dollars per acre in the whole amounting
to the sum of one hundred & eighty dollars
of which the sum of two hundred dollars

and ^{forty} twenty dollars was paid to the Receiver
of public money and the same appears
he and twenty dollars the remainder of the
purchase money then remained due
to the United States as appeared by the
certificate of the Register of the land of
first vend of Broad River dated January
1809 Number 312 - with all things that
belonged to the purchase money and to
said tract after several tracts of land or to
them of them belonging in any way appar-
taining. To have the said land several tracts
of land of premises with the appurtenances
unto the said tract of land to his heirs and
assigns forever. I beg to say that the said
premises are now for redemption and
said redemption is due of the said Re-
ceiver of public money and pay occurs to the
said agent the said Agent Agent his
heirs, Executors administrators or assigns
the said full sum of three thousand and
five hundred dollars according to the con-
dition of the said bond and of anticipa-
tion within nine months from the
date thereof without any deduction
or abatement for balance for any reason
whatsoever money to be forth paid
redemption, and the said bond and bond
or writing obligator thereon recited duly
executed by the said Robert Williams then
in your Orators' power. The said Robert Williams
the said Robert Williams as the Honorable Court
shall direct. And to which our Orators for
Master certainly refer themselves
And your Orators further state

that the said Robert Williams
did not make any further payments
to the United States for the two last
mentioned described tracts of land
purchased from said United States by
purchase money, but furnished the same
to be used for fuel to said United States
and then told the states to take care of
- And your Orators further state
that the said Abijah Hunt afterwards
to come on or about the 28th day of March
1811 at the special instance & request of the
Robert Williams did release to one Joshua Mahony
from the operation of said indenture all title & claim
to lots number one in Square No. 4. Lots No. 3 & 4
Square No. 10. Lots No. 2 & 3 Square No. 11 &
fractional lot No. 3 Square No. 13, which said lots
to released by the said Abijah Hunt in his life time
the said Robert Williams had before sold conveyed to
the said Joshua Mahony, for a valuable consideration.
And your Orators further state that
the said sum of three thousand five hundred
dollars & the interest on any part thereof was
not paid by the said Abijah Hunt in his
life time to your Orators or to either of
them or to any person for them or either
of them in full or in part and there was
paid at any time the said interest
with any other time but the same
with the interest is now due to your
Orators as Executors as aforesaid. And
that the estate & interest in the mortgage
excepting in favour of said Joshua Mahony as
released as before mentioned is become absolute

wherein it is to be seen, granted them
the Clerk of Court of Adams County
shall sufficiently manifest that
they have quantity of the will
of May it please your honor
the premises conveyed to Robert
Towner Esq. for the Territory; part
of the same conveyed to the said Robert
with his commanding. It is under a
power of the Clerk of Court of Adams County
H. - and your Orators shall wait
for the.

Lth Standing for Court.


Superior Court October Term 1845
The complainant agrees to exclude from
any deed in this case Lots No. 1 in
Square No. 15 - Lot 4 in Square 11 lots 1 & 2 in
Square 10 - lots 1-2 & 3 in Square 9 lots 1-2-3
& 4 in Square 8 which have been conveyed
relating to white Turkmen Bay.
Lth Standing for Court

This Indenture made and entered into this twenty seventh day of May in the year of our Lord one thousand eight hundred and nine by and between Robert Williams and Elizabeth his wife of Adams County in the Mississippi Territory of the first part and Abijah Hunt of the City of Natchez in the County and Territory aforesaid of the second part whereas the said Robert Williams by his certain bond or writing obligatory under his hand and Seal bearing date the day before the date of these presents hath acknowledged himself to be held and firmly bound unto the said party of the second part in the sum of seven thousand dollars Conditioned for the payment to the said party of the second part by the said Robert Williams of the full and just sum of three thousand and five hundred dollars within nine months from the date of the said bond or writing obligatory in which said bond the said Robert Williams is justly indebted to the said party of the second part Now therefore this Indenture Witnesseth that the said parties of the first as well for and in consideration of the said sum of three thousand and five hundred dollars as for the better and more effectually securing to the said party of the second part the payment thereof according to the Condition of the above in part recited Bond or writing obligatory as also for and in consideration of the further sum of five dollars to the said party of the first part in hand paid by the said party of the second part at and before the execution and delivery hereof the receipt whereof is hereby acknowledged and confessed by the said parties of the first part have given granted bargained sold released aliened conveyed

and confirmed and by these Presents do give grant bargain sell release alien convey
and confirm ~~and~~ unto the said party of the second
part and to his heirs and assigns forever all that cer-
tain piece or tract of Land situated in the City of Patches
aforesaid containing fifty two acres or thereabouts which
said tract of Land was lately conveyed by Job Routh of
said City of Patches to the said Robert Williams excep-
ting and reserving out of said tract of Land a certain piece
or part thereof containing by estimation twelve acres be the
same more or less which hath been heretofore sold and
conveyed by Indenture bearing date the day before the
day of the date of these Presents by the said parties of the
first part to the said party of the second part as by ref-
erence to the said Indenture may more fully appear
and also excepting certain Town Lots being parcels of
said tract of fifty two acres as herein after described to wit
the said tract of Land hath been set off in the form of a town
by the said Robert Williams and divided into twenty
four squares each three hundred feet square and
divided from each other by streets running parallel &
at right angles to each other fifty feet wide. The squares
are numbered from one to twenty four both inclusive
and are each divided into four lots one hundred and
fifty feet square each. To the plot of survey the said Robert
Williams hath annexed a covenant under his hand
and seal dated March 24th 1808. that of the lots in the
squares of said plot of survey contained to wit the twelve
first squares out of the said twenty four squares into
which the whole of said tract of Land is divided which lie

on the north side of said tract of land he the said Robert Williams did agree to convey in fee simple Lot Number 2. in every square of said plot to any person or persons or their legal representatives on condition and as soon as he or she or they should erect and build thereon certain improvements as in said covenant specified and that the person so building on said Lot No. 2. should have the use of Lot Number 3. in the same square for the space of two years next from the time that Lot Number 1. in the same square should be included now therefore the said Lots appropriated by said covenant to wit Lot No. 2. in each of the said twelve squares and the estates for years for the Lots Number 3. in the same squares on the terms in said covenant mentioned and also certain Lots in the said twelve squares which have been sold and conveyed by the said Robert Williams to divers persons to wit Lots No. 1 & 4. Square No. 1. Lots No. 1 & 4. Square No. 3. Lots No. 1 & 4. Square No. 11. and fractional Lot No. 1. Square No. 12 to L. Weeks & J. Bryant. Lots No. 1 & 4. Square No. 2. to Sarah Brown. Lot No. 1. Square No. 5 to John Higgins. Lot No. 2. Square No. 5. to Samuel Brooks are excepted from this conveyance and all the remainder of said tract of land to wit the whole of said tract of land except the said twelve acres conveyed to the said parties of the second part and the said Lots above mentioned and ^{including in this conveyance} the said Lots No. 3. in the said twelve first squares under the condition in the said covenant contained and subject thereto is included and contained in this conveyance and is hereby sold and conveyed by the said parties of the first part to the said party of the second part. Also a certain other tract of land containing three hundred and twenty acres situate in said County of Adams on the Mississippi River in Township Number 6. Range Number 4. West which said tract of land

at two dollars the acre in the whole amounting to six hundred & forty dollars of which the sum of one hundred and sixty dollars is paid and the sum of four hundred and eighty dollars the remaining part of the purchase money therefor remains due to the United States, all which appears by the Certificate of the Register of the Land Office for the District west of Pearl River to the said Robert Williams for said tract of Land, dated Jan 7. 1st 1809 and Number 311 - Also a certain other tract of Land situated in the said County of Adams on the Mississippi River in Township No. 6. Range No. 4. West containing four hundred and eighty acres which said tract of Land was purchased 1. January 1809. by Preemption by said Robert Williams at two dollars the acre in the whole amounting to the sum of nine hundred and sixty dollars of which the sum of two hundred and forty dollars has been paid to the Receiver of Public Monies and the sum of seven hundred and twenty dollars the remaining part of the purchase money therefor remains due to the United States, all which by the Certificate of the Register of the Land Office for the District west of Pearl River to the said Robert Williams for said tract of Land last mentioned dated January 1. 1809 and numbered thus "N^o 312" more fully appears and all the easements, profits, advantages, privileges, appurtenances whatsoever to the said several tracts of Land or either of them or any part or parcel thereof belonging or in any way appertaining, held, known, enjoyed or reputed as part or parcel or belonging of or to the same and the Reversion and Reversions Remainder and Remainders Residues and profits of all and singular the premises To have and to hold the said Land to him his heirs and assigns forever

uses hereby granted and conveyed with their appurtenances unto the said party of the second part his heirs and assigns as a good firm perpet and indefeasible estate of inheritance in fee simple to him and their own and only proper use benefit and behoof forever 
Provided always nevertheless and these Presents are upon this express condition and it is the true intent and meaning hereof and of the said parties hereto that if the said parties of the first part their or either of their heirs or assigns do and shall well and truly pay or cause to be paid unto the said party of the second part his heirs executors administrators or assigns the said full sum of three thousand and five hundred dollars according to the condition of the above in part recited bond or writing obligatory within nine months from the date thereof without any deduction depreciation or abatement whatsoever for or by reason or on account of any taxes duties or expenseth whatever then and from thenceforth then presents and every matter and thing therein contained shall cease determine and be utterly void and of no effect as also the said Bond or writing obligatory And the said parties of the first part do hereby covenant grant and agree to and with the said party of the second part his heirs Executors administrators and assigns that they the said parties of the first part their heirs executors administrators or some of them shall and will well and truly pay or cause to be paid to the said party of the second part his heirs executors administrators or assigns the said full and just sum of three thousand and five hundred dollars at the time and according to the condition in the said in part recited Bond or writing obligatory limited and expressed without any

fraud or further delay. And that they the said parties of the
first part are lawfully seized of the said several tracts of land
and premises hereby granted and conveyed and that
the said parties of the first part have good right full power
and lawful authority to sell and convey the same as
done by these Presents. And that they the said parties
of the first part their heirs executors and administrators
do hereby grant and convey unto the said parties of the second
part his heirs and assigns, against the claims and de-
mands of all persons whatsoever, legally or equitably claim-
ing or to claim the same, by from or under the said parties
of the first part or either of them or their or either of their
or assigns, ~~whomsoever~~ ~~or~~ ~~otherwise~~ ~~howsoever~~ ~~shall~~ ~~and~~ ~~warrant~~ ~~and~~ ~~forever~~
or otherwise howsoever, shall and warrant and forever
defend — In witness whereof and of all and full
force of the premises the said parties of the first part have
hereunto put their hands and seals the day and year
first above written — words "and five" end of 13th & beginning of 14th

lines first page - written on an erasure - 7 words in the 15th line on this page erased - words
"including in this conveyance" between the 22nd & 23rd lines 3rd page initialing by

signing
Signed sealed and
delivered in presence of
Jonathan Thompson
Josiah H. Smith

Elizabeth Williams
Elizabeth Williams

Spring 1870
Mississippi Territory

Be it Remembered that on this nineteenth day of
June eighteen hundred and nine personally appeared before me the un-
-designated one of the Justices of the County Court of said Adams County
Robert Williams & Elizabeth Williams the grantors named & described
in the within beed who acknowledged that they signed sealed and delivered
the same as their free voluntary act & deed and for the uses & purposes
therein mentioned - and the said Elizabeth Williams being examined
separately & apart from her said husband acknowledged that she signed &
sealed & delivered the same as her free voluntary act & deed freely
without any fear threats or compulsion of her husband.

Wm. J. L.

Wm. M. J. Hunt

Mississippi
Secretary

Clerk's Office of Adams County
The within and foregoing Deed & Certificate
are Recorded in this Office, p. 135 of Lib. I
of Records of Deeds - and was received for that
purpose the 26th April 1813.

Thos. C. A. B. C.

475
L. C. J. Hunt

Recorded page 135 of Lib. I

Robert Williams
Deed of conveyance to
Abijah Hunt on Mortgage

Know all men by these Presents that
I Robert Williams of Adams County
in the Mississippi Territory am held
and firmly bound unto Abijah Hunt
of the county and Territory aforesaid in
the sum of seven thousand Dollars for
the payment whereof well and truly to be
made and done to the said Abijah Hunt
his heirs executors administrators and assigns
I bind myself my heirs executors and admin-
istrators jointly and severally firmly by these
Presents sealed with my seal and dated this
twenty sixth day of May in the year
eighteen hundred and nine

The condition of this obligation is such
that if the above bound Robert Williams
his heirs executors or administrators shall
or do well and truly pay or cause to be
Laid unto the said Abijah Hunt his
heirs executors administrators or assigns

within nine months from the date
hereof the full and just sum of three
thousand five hundred dollars
without any fraud or further delay
and without any deduction defec-
=ction or abatement Whosoever then
this obligation to be void and of no
effect otherwise to be and remain
in full force and virtue

Sealed and delivered
in presence of
Jonathan Thompson



Robert Williams Esq
Bond for \$3.500

Mississippi Territory }
County of Adams } ss.

Superior Court of Law and Equi-
quity, in Chancery sitting. Sa-
turday the 21st day of October in
in the year of our Lord one thou-
sand eight hundred & fifteen

Between } Jeremiah Hunt and David Hunt,
Surviving Heirs of Abijah
Hunt deceased, Complainants,
and
Robert Williams, Defendant.

This cause coming on this day to
be heard before the Honorable George
Poinexter, Judge of said Court in Chan-
cery sitting, and it appearing that the De-
fendants had been duly served with the
process of Subpoena, and that the Com-
plainants Bill had been regularly
taken for confessed and set for hearing,
whereupon and upon hearing said Bill
and Exhibits therein referred to read, and upon
hearing what was alleged by the Coun-
cil of the Complainants, It was
ordered, adjudged and decreed &c. hereby
ordered, adjudged and decreed accordingly,
That the Defendant pay unto the Com-
plainants the sum of four thousand
six hundred and eighty seven dollars
and ten cents, with Interest thereon

from the date hereof within sixty days from said date; and in default thereof that said Defendant and all persons claiming under him be thereafter forever foreclosed and barred of them all Equity of Redemption of in and to the premises and every part thereof in the Complainants Bill mentioned & described & not therein excepted and or released - and after the expiration of said sixty days (said sum of money being unpaid) that the Sheriff of the County of Adams sell and dispose of said premises at public Vendue to the highest & best Bidder for ready money, having first advertised the time & place of such sale for at least three weeks in some public paper printed in the City of St. Nicholas and that he pay over the proceeds of said sale to the Complainants to the amount of said sum of money & interest & costs, and the residue if any, to the Defendant. And it is further ordered, adjudged and decreed that the Defendant pay the costs of this suit to be taxed. -

Geo. J. Poirer

I
Jeremiah and David
Hunt & W. A. Hunt
vs

Robert Williams

Deceit

MISSISSIPPI TERRITORY, }
Adams County,

The Mississippi Territory of the United States

To *Robert Williams*

GREETING:

FOR certain causes offered before us in our Superior court of Law and Equity in Chancery, we command and strictly enjoin you, that laying all other matters aside, and notwithstanding any excuse, you personally be and appear before the Judges of the territory aforesaid, at a Superior court of Law and Equity in Chancery, sitting at the court house in and for the county of Adams, on the second Monday in *April* next to answer a bill preferred against you by *Jeremiah Hunt and David Hunt surviving Executors of the last will and testament of Abijah Hunt deceased* in our said court, and further to do and receive what the said court shall have considered of in this behalf, and this you shall in no wise omit under the penalty of *one* hundred dollars.

WITNESS the honorable WALTER LEAKE, esquire, first Judge of the said territory, at the court house of said county, the second Monday in *October* in the year of our Lord one thousand eight hundred and *fourteen* and of the Sovereignty and Independence of the United States of America the *thirty ninth*

Issued *27* day of *March* 181*5*

Abijah Hunt's coat
" } Super
Robert Williams

Served 28 March
1815. W. Furpin
Suff.

State of
MISSISSIPPI TERRITORY, } *State of*
ADAMS COUNTY. } *Mississippi Territory of the United States,*
TO *Eliza R Winn, Nicholas C Hall & Caroline his wife*
Charles Winn & Mentor Winn

Greeting:

FOR certain causes offered before us in our superior court of law and equity, in chancery, we command and strictly enjoin you, that laying all other matters aside, and notwithstanding any excuse, you personally be and appear before the Judges of the ~~territory~~ ^{*State*} aforesaid, at a superior court of law and equity, in chancery, sitting at the court-house in and for the county of Adams, on the ~~second~~ ^{*third*} Monday in *May* ~~next~~ ^{*6th next*}, to answer a bill preferred against you by *Elijah Smith & David Hunt*

in our said court; and further to do and receive what the said court shall have considered of in this behalf:—and this you shall in no wise omit under the penalty of *one* hundred dollars.

Witness, the honorable *John Taylor* ~~Walter Beale~~, Esquire, first Judge of the said ~~territory~~ ^{*State*}, at the court-house of said county, the second Monday in *October* in the year of our Lord one thousand eight hundred and *seventeen* and of the Sovereignty and Independence of the United States of America the *forty second*

Issued *5th* day of *May* — 1818.

Theodor Stark

1818
Adams Sup. Court

E. Smith & D. Hunt }
v }
E. Wynn et al. }
Sup.
Hans
ed
Cust.

Wed 6. May 1818

Attute Surpin
Shiff

Served on Nicholas
b. Wall & wife
Others not found

John Forsythe
Dep. y

entry sent —	25
writ & docketing —	125
entry shuff, return	25
	<u>1.75</u>

adjudged by the court of each for
It was ordered, adjudged & decreed to
hereby ordered, adjudged and decreed
inly, That the aforesaid Defendants
of them, and all persons claiming be
through or under them or either of them
be & they hereby are forever foreclosed &
debarred of & from all Equity of redemp-
tion in or to the lot of ground, mes-
sage & tenement & real Estate men-
tioned & described in the deed of mort-
gage set forth in the Complain-
ants Bill; and that all the title con-
veyed by the said Thomas M.
Wilder in his life time in or by said
deed of Mortgage be confirmed to the
said lot of ground, message, tenement,
real Estate be confirmed to said Com-
plainants in full satisfaction for the
residue of the sum of money now
due on the Bond and obligation
made to in said deed of Mortgage and
mentioned in the Complainants Bill; &
that the negro slaves mentioned in the
Complainants Bill & conveyed in said
deed of Mortgage be discharged from any
lien or transfer contained in said De-

A Mortgage - And it is further order
adjudged and decreed that each party pay
the costs respectively incurred by each
party - -

Lowthian Ellis
Judge for the pro-
judicial State.

Smith v. Hunt
vs.
Hein v. Thomas
M. Winn
Drew

10000
Smith & Hunt

vs.

Widow & Heirs of
Thomas M. Winn

Bill & Ans are filed &
set for hearing Aug 8th 1883

DB

State of Mississippi }
County of Adams } ss.

Superior Court for the County
of Adams aforesaid in Chancery
sitting the third day of December A.D. 1888

Between) Elijah Smith & David
Complainant)
and
Elizabeth R. Winn Nichols
Hester Gordon his Wife, Charles
Winn & Merton Winn, Deft.

This cause coming on to be
heard before the Honorable
Judge of the Court
aforesaid and it appearing that
Complainant's Bill had been duly
answered by the Defendants of full
age, also by the Defendant Merton &
a minor by Elizabeth R. Winn & the
C. Smith his Guardians to that
purpose admitted & approved, and the
said cause had been duly heard
for hearing on said Bill and answer
whereupon upon hearing said Bill
answer & exhibits read and what was

To the Honorable the Judges of the
Superior Court of the County of Adams
in the State of Mississippi in Chambers
now sitting

Humbly complaining sheweth your
Honors your Oritors Abijah Smith and
David Hunt that at the October Term
1815 of the Superior Court of Law and
Equity for the County of Adams, Thomas
B. Barclay & George Salter, appraisers of
the Executors of the last will and testa-
ment of Abijah Hunt their lately de-
ceased did exhibit their Bill of Re-
pleint against Thomas M. Weir
then in full life but since deceased at-
taining for the among other things that the
said Thomas M. Weir in his life-
time had become indebted to the said
Abijah Hunt in a large sum of
money & to allow in said bill that
in order to receive the payment
thereof within the term mentioned in
said Bill & for other considerations there-
in mentioned, the said Thomas M. Weir
Eliza R. Weir his wife in the lifetime
of said Thomas Weir had by Indenture
of Mortgage conveyed to the said Abijah Hunt
in his life time a certain mispaw lot
of ground, tenements & appurtenances, mentioned & de-

[illegible]

*The compliments too
to the many
kind and
said compliments &
and negro slaves!
and their
And those*

Money all went
any other matter
if complaint certain
and no one to provide
manages and firm

messuage & lot of ground, and still retain
possession of said negro slaves, and refuse to put
under the same to the use of said Mr.
your ~~deed~~ decree - All which acts, acts
and doings of the said Eliza R. W.
Nichols & John & Caroline his wife
Charles Winick & Mentor Winick, who
your Grators pray may be made
findings to this their Bill of Complaint
are contrary to Equity & good conscience
stand to the manifest injury & oppression
of your Grators - In order consid-
eration whereof and in as much as your
Grators are reminded in the premises
by the interposition of this honorable
Court and therefore that the said De-
fendants may and each of them may upon
their corporal Oaths true, distinct &
full answer make to all and singular
the matters & things herein before stated
fully & effectually as if the same were here
again repeated & interrogated to the answer-
ants - And that the said Defendants be
of them ~~benefit~~ of this full possession
if under them be deemed by decree of the
Honorable Court forever foreclosed & barred
from all Equity of redemption in the said
mortgaged premises of real estate from after
the said first day of January last And that your
Grators have such other & further relief in
the premises as the nature of ~~the~~ their
case may so require - May it please

till we can honor the premises considered to
 have been sent to your Honor the statement
 and the papers to be done &c. commencing
 back and your brother as in duty bound
 R. E.

By Harding & Co.

consideration, assigned, conveyed & transferred to
your Orators, the money remaining to be paid
money due on said decree together with all
the Estate both real & personal therein more
with its Appurtenances, by deed of assignment
bearing date on the day & year last mentioned
wherein said deed of assignment now in your
Orators power & possession ready to be produced as the
Honorable Court shall direct they may be taken
as a part of this their Bill of Complaint.
And your Orators further state, That on or
about the first day of January last, with
it was agreed between your Orators, and the
said Elizabeth R. Wingo, administratrix of a
son said, that they should take
possession of the messuage, lot & tenements
contained in aforesaid deed of assignment of said
deed and decree, and retain the same under
the decree of foreclosure before mentioned
in full satisfaction of the money remain-
ing due on said decree - and that the said
Administratrix should retain said negro
slaves named in said Mortgage, they dis-
charged them from as soon as the title
of your Orators' to said messuage & lot & appur-
tenances be fully foreclosed on confirmed by the
Honorable Court - And your Orators
then states that in pursuance of the provisions
of such agreement, your Orators they took po-
ssession of said messuage & lot of ground &c
still retain such possession; and that the
said Administratrix still has and re-
tains possession of said negro slaves - And
your Orators further state that the ex-
ecution

that said agreement would be a
beneficial to the estate of the
said Thomas McKim and his infant
heirs; inasmuch as the ~~amount~~ due
on the aforesaid decree on the first day
of January last was greater amount
than the value of the aforesaid messu-
age plot of ground and inasmuch as the
labor and hire of the aforesaid negro slaves
were still a necessity to the support
and maintenance of the aforesaid widow
heirs of the said Thomas McKim.
And your brothers further state that immediately
after the said last messuage plot of ground
they have made thereon at their own cost &c.
some money valuable improvements. And
your brothers had well hoped that they
should have been compensated in their title as
before stipulated for said real estate; or
that the said negro slaves ^{had} have been
given to be sold with the real estate to pay
the amount on said decree and the
improvements made by your brothers.
on said last aforesaid sum to their ^{benefit}
thereof. But now to it this way
to please your honor. That this Eliza
R. Wain, Nicholas C. Hall & Caroline
his wife, Charles Wain, & Mentor Wain
conspiring & confederating with divers persons
to pervert the law to your brothers but
whose names have discovered by
neglect and refusal to procure such confir-
mation or enforcement of the title of said
brothers.

bonded in said indenture of Mortgage, also day
negro slaves named and described therein and in said
indenture, with a condition contained in said
that if the said sum of money & its interest
be paid within the time therein stipulated
said indenture should be void, otherwise to remain
in full. And that said indenture and the
sum of money therein & thereby secured
paid, was, after the death of said Elizabeth Hunt
by his Executors named in said Bill duly ap-
proved of & payment to said Bradley & Salter
and that time payment of said sum of money
had then long expired, that the sum remained
hoping relief in this the premises, & which said
the said Thomas were duly answered, as by
said Bill and answer remaining on the Court
record fully appears, and to which your brother
for greater certainty refers themselves; and
that said Bill answer & proceedings thereon remain-
ing on the Court record may be taken and con-
sidered as a part of this said Bill of Complaint.
And your brother further state that such pro-
ceedings were had in the Court of said common
law as aforesaid by the said Bradley & Salter against
the said Thomas M. Wier. That at the Octo-
ber Term 1816 of the said Court of said common
law about the 24 day of said month, the said Court
after fully hearing the cause of said parties
and deemed among other things, that the said
Thomas M. Wier should pay unto the said Com-
plainants the sum 13116 dollars & 73 cents with
interest from that date of said decree, within ninety

days thereafter, or be forever foreclosed of all Equity
redemption in or to the mortgage premises
herein, as by said decree remaining in the
Court of record now fully and at law appears
upon the testimony had. Which said decree this
your Orotors may be taken and considered
as a part of this their Bill of Complaint.

And your Orotors further state that after
the pronouncing of said decree, and on or about
the day of ^{the} in the year eighteen
hundred & seventeen the said Thomas Wier paid
unto the said Barclay & Salts the sum of
two thousand dollars in part of the sum due
as aforesaid. And that on or about the

day of September in the year eighteen
hundred & seventeen the said Thomas Wier de-
ceased this life intestate, without having made
any further payment or in any way performed said
decree. And that the said Thomas Wier left
Eliza R. Wier his widow & Heir. She has since
duly administered on the Estate of said deceased & she
on herself the burden of such administration; and
that the said Thomas Wier also left Caroline
Wier (now intermarried with Nicholas C. Hall)
Charles Wier, & Newton Wier ^{are infants} under
the age of twenty-one years, his children & heirs at
Law

And your Orotors further state, That on
or about the twenty fourth day of December in the
year eighteen hundred and seventeen the said
Barclay & Salts for a full and valuable

100

47

ezv

100

James

Styler

ms 16

100

well

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Am

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722

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24

11

John Maynard
Adm'd

Be it known that this day before me the
 Legal Notary Public in and for the city and
 of New Orleans duly commissioned between
 Maria D. Winn, Charles J. Winn, Messrs. The
 G. Watt, and Caroline M. W. Watt, the parties to the
 foregoing instrument, who having be-
 come duly sworn declared the same to be
 true and correct, and did solemnly
 their names, at New Orleans this tenth
 of July, one thousand eight hundred and
 eighteen, in faith whereof I grant this
 document under my signature and the seal of
 my office.

11th Judge of the

The joint and separate answer of Eliza B. Winn, Charles
Winn, Nicholas C. Hall & Caroline his wife, four of the defendants
to the Bill of Complaint of Eliza Hunt and David Hunt
being complainants. -

These defendants from and at all times hereafter
and deriving to themselves all and all manner of
benefit and advantage of exception to the many un-
statements, insufficiencies and omissions in the complainants
Bill of Complaint contained for answer thereto, or unto
much thereof these defendants are answered mate-
rially, concerning them to make answer thereto. They
answer and say that they admit it to be true that said
Thomas M. Winn in his life time was indebted to the said
Eliza Hunt in his life time; - and that an indenture
of mortgage was executed of the tenor stated in said
Bill, and that said mortgage was applied as stated
also in said Bill, - and that suit in Chancery was
instituted by said Barclay Walcott against said
Thomas M. Winn in his lifetime in manner as stated
in said Bill, and such proceedings and final decree
were had in said suit as are stated in said Bill in
that behalf. - And these defendants further
answering admit and claim the benefit of the
payment

of ground, &c.

payment of Ten Thousand Dollars stated in said Bill
They also admit and believe that said decree, sum of
money thereby secured, and estate therein mentioned
were assigned by said complainants in manner stated
in said Bill. - And these defendants further answering
admit that such contract and agreement was entered into
between the complainants and the administrators of the
Estate of said Thomas M. Winn as is stated in said Bill
and that possession of said negroes and lot of
ground passed to said complainants accordingly -

And these defendants further answering admit
that said Thomas M. Winn departed this life on or about
the time in said Bill mentioned in that behalf and
that he left such widow his & children as are named
in said Bill and these defendants further answering
admit that said administrators has possession of
said mortgaged negroes mentioned in said Bill
and that the agreement made with said
complainants for the release of said negroes from
said mortgage would be beneficial to the estate
of said Thomas M. Winn, and that these defendants
will submit to the full and entire foreclosure
of all equity of redemption in and to the real
estate contained in said mortgage as of the time
the

of complainants took possession thereof, so that
said complainants be also decreed to release
said negro slaves from said mortgage and former

And these respondents for the answering
deny all manner of combination without, that
any other matter or thing in the complainants Bill
of Complaint contained and not herein and hereby fully
answered or avoided, traversed or denied, is true in
manner and form as therein stated - All which
these respondents are ready to maintain and prove
as this Honorable Court shall award, and pray
to be here as dismissed &c

Eloza R. W. 11/11/11

Charles F. Leary

Nich. C. Ball

Cardine M. D. Hall.

of ground, tenements & appurtenances, mentioned &c

The answer of Mentor J. Winn, an infant under
age of Twenty one years, and one of the Defendants
the Bill of Complaint of Elijah Smith and David
Complainants, by Nicholas C. Hall and Elijah R. Winn.

The Defendant by his Executions aforesaid
reserving all and all manner of benefit of Exception
uncertainties, insufficiencies and entrenches in the
Bill of Complaint contained, for answer thereto, as so
much thereof as is necessary to make answer unto,
he answers that he is ignorant of the matters and
things stated in the complainants Bill, and being an infant
of twenty years is not obliged to answer thereto. That
he has understood and believes that his late Father had
some interest in the premises mentioned in said Bill
and whatever may be the Interest of this defendant
derived from his said Father is therein he prays may
be protected by this Honorable Court. — without
that any other &c &c. all which &c &c. —

Elijah R. Winn
Nicholas C. Hall

Be it known that this day before me John
Lynd Notary Public in and for the city &
parish of New Orleans, duly commissioned,
personally came Eliza Winn and Nicholas
C. Hall, the parties to the foregoing instrument,
who having been duly sworn, did in my
presence sign their names thereto, and
declared the same to be their true act
and deed, at New Orleans this tenth day
of July, one thousand eight hundred and
eighteen. In faith whereof I grant these
present under my signature and the
impress of my Notarial Seal.

John Lynd
Notary Public